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**REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

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by and among

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CHICAGO HOUSING AUTHORITY,

C/S HARRISON COURTS LIMITED PARTNERSHIP

and

J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION,

as Trustee

\$7,040,000
Chicago Housing Authority
Multi-Family Housing Revenue Bonds,
Series 2005A3
(Harrison Courts Apartments)

and

\$5,500,000
Chicago Housing Authority
Multi-Family Housing Revenue Note,
Tax-Exempt Series 2005A3
(Harrison Courts Apartments)

Dated as of September 1, 2005

Recording Requested By and When
Recorded Sent to:

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REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (including the Exhibits attached hereto) dated as of September 1, 2005 (this "*Regulatory Agreement*"), by and among CHICAGO HOUSING AUTHORITY, a municipal corporation, body corporate and politic duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "*Issuer*"), C/S HARRISON COURTS LIMITED PARTNERSHIP, a limited partnership duly organized and validly existing under the laws of the State of Illinois (the "*Borrower*"), and J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and validly existing under the laws of the United States of America, as trustee (the "*Trustee*") under that certain Trust Indenture dated as of September 1, 2005 between the Issuer and the Trustee (the "*Indenture*");

WITNESSETH:

WHEREAS, the Borrower will be the record owner of three seven-story buildings and related improvements, furnishings, equipment and related property to be installed therein, located in Chicago, Illinois, on the land legally described in *Exhibit A* attached hereto and made a part hereof, comprising in the aggregate 102 units of housing for residential rental purposes, a portion of such units which are to be rented to individuals and families of low or moderate income (such building, improvements, furnishings, equipment and related property being individually referred to as the "*Project*"; and

WHEREAS, the acquisition, rehabilitation and equipping of the Project will be financed in part with proceeds of the sale of the Issuer's Multi-Family Housing Revenue Bonds, Series 2005A3 (Harrison Courts Apartments) in the aggregate principal amount of \$7,040,000 (the "*Series 2005A3 Bonds*"), pursuant to the Indenture; and

WHEREAS, in conjunction with the issuance of the Series 2005A3 Bonds, the Issuer has issued its Multi-Family Housing Revenue Note, Tax-Exempt Series 2005A3 (Harrison Courts Apartments) in the principal amount of \$5,500,000 (the "*Series 2005A3 Note*"), pursuant to a Note Issuance Agreement dated as of September 1, 2005 (the "*Note Issuance Agreement*") among the Issuer, Bank of America, N.A., as Noteholder, and Bank of America, N.A., as Fiscal Agent; and

WHEREAS, interest on the Series 2005A3 Bonds and the Series 2005A3 Note (collectively, the "*Bonds*") is excludable from gross income of the owners thereof for federal tax purposes, provided, among other things, the Project continuously complies with Section 142(d) of the Internal Revenue Code of 1986, as amended (the "*Code*"), and the regulations promulgated thereunder or applicable thereto (the "*Regulations*"); and

WHEREAS, compliance of the Project with the requirements of Section 142(d) of the Code and the Regulations for treatment of the Bonds as "exempt facility bonds" used to provide a "qualified residential rental project" (as defined therein) is within the control of the Borrower; and

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WHEREAS, it is necessary for the Borrower to agree to this Regulatory Agreement, and thereby consent to be regulated as herein set forth to preserve the exclusion of interest on the Bonds from gross income of the owners thereof under Section 103(a) of the Code and the Regulations;

Now, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Issuer, the Borrower and the Trustee hereby agree, as follows:

Section 1. Term of Restrictions. (a) *Occupancy Restrictions:* The term of the Occupancy Restrictions set forth in Section 3 (the "*Occupancy Restrictions*") with respect to the Project shall commence on the first day after the acquisition of the Project by the Borrower on which at least 10% of the residential units in the Project are first occupied and end on the latest of the date (i) which is 15 years after the date on which at least 50% of the residential units in the Project are first occupied following the acquisition thereof by the Borrower, (ii) which is the first day on which no Bond or other tax-exempt private activity bond (as defined in Section 141(a) of the Code) issued with respect to the Project is outstanding (including any refunding of any such obligations), or (iii) on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937, as amended, terminates (which Occupancy Restrictions period is hereinafter referred to as the "Qualified Project Period" for the Project).

(b) *Rental Restrictions:* The Rental Restrictions set forth in Section 4 (the "*Rental Restrictions*") with respect to the Project shall remain in effect during the Qualified Project Period for the Project set forth in paragraph (a) of this Section 1.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this Section 1, this Regulatory Agreement and all other restrictions hereunder shall cease to apply in the event of an involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the date of issue of the Bonds which prevents the Trustee from enforcing the provisions of this Regulatory Agreement, or condemnation or similar event, provided that within a reasonable time period either (i) the Bonds are retired; or (ii) any insurance proceeds or condemnation award or other amounts received as a consequence of such event are used to provide a project which meets the requirements of Section 142 of the Code and applicable Regulations, or any successor law or regulation. However, the provisions of this subsection (c) shall cease to apply (and the provisions of subsections (a) and (b) shall apply for the remainder of the Qualified Project Period) in the event of foreclosure, transfer of title by deed in lieu of foreclosure, or similar event if, at any time subsequent to such event and during the Qualified Project Period, the Borrower or any successor obligor with respect to the Series 2005A3 Bonds or the Series 2005A3 Note or a related person to any of the foregoing (as defined in Section 147(a)(2) of the Code) (a "*Related Person*") obtains an ownership interest in the Project for federal tax purposes.

(d) This Regulatory Agreement shall terminate with respect to the Project upon the earlier of (i) termination of the Occupancy Restrictions and the Rental Restrictions, as provided in subsections (a) and (b) of this Section 1 for the Project, or (ii) termination pursuant to the provisions of subsection (c) of this Section 1 for the Project, or (iii) delivery to the Issuer, the Borrower and the Trustee of an opinion of nationally recognized municipal bond counsel ("*Bond*

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Counsel”) in form and substance satisfactory to the Issuer and the Trustee to the effect that continued compliance with the Rental Restrictions for the Project and Occupancy Restrictions for the Project is not required in order for interest on the Bonds to remain excludable from the gross income of the owners of the Bonds for federal income tax purposes.

(e) Upon delivery by the Borrower to the Trustee of an opinion of independent counsel acceptable to the Trustee that the conditions to termination of this Regulatory Agreement have been met, the Trustee shall, upon request by the Borrower or its assigns, file any documentation necessary to remove this Regulatory Agreement from the real estate records of the County of Cook, Illinois (the “*County*”).

Section 2. Project Restrictions. The Borrower represents and warrants as of the date hereof, and covenants that:

(a) The Borrower has reviewed the provisions of this Regulatory Agreement with its counsel and understands said provisions.

(b) Any functionally related and subordinate facilities (e.g., parking areas, laundry facilities, tenant offices, physical therapy rooms, dining rooms, meeting rooms, common areas, swimming pools, tennis courts, etc.) (the “*Related Facilities*”) to the Project will be made available to all tenants of the Project on an equal basis. Fees charged to residential tenants for use of the Related Facilities will be commensurate with fees charged for similar facilities at similar residential rental properties in the surrounding area and, in no event will any such fees charged to tenants of the Project be discriminatory or exclusionary as to the low income tenants of the Project. No Related Facilities will be made available to persons other than tenants or their guests. Parking, if available, will be made available to all tenants on a first come, first served basis.

(c) For the Qualified Project Period, the Borrower shall not: (1) except upon a sale or transfer of the Project in accordance with the terms of this Regulatory Agreement, encumber any portion of the Project or grant commercial leases of any portion thereof or permit the conveyance, transfer or encumbrance of any portion of the Project (except for apartment leases), it being understood that the terms of the financing will be subordinate to this Regulatory Agreement; or (2) demolish any part of the Project or substantially subtract from any real or personal property of the Project; *provided*, that nothing herein shall prohibit the Borrower from granting operating leases and/or licenses of those facilities constituting part of the Project which are functionally related and subordinate to the residential units, such as laundry or recreational facilities, for the purpose of providing for the operation of such facilities for the benefit of the Project.

(d) For the Qualified Project Period, the Borrower shall exercise reasonable diligence to comply with the requirements of this Regulatory Agreement and shall correct any noncompliance within 60 days after such noncompliance is first discovered or would have been discovered by the exercise of reasonable diligence.

(e) To cause the Project to meet the requirements of this Regulatory Agreement, if and to the extent necessary, in the opinion of Bond Counsel, to preserve

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the exclusion of interest on the Bonds from gross income of the owners thereof for federal income tax purposes, or if and to the extent necessary, in the opinion of the Trustee to assure that units occupied by Qualifying Tenants (as hereinafter defined) will not remain vacant for more than six (6) months after the date ready for occupancy following any occupancy and then vacancy thereof, the Borrower hereby grants to the Trustee the option, for the Qualified Project Period, to lease from time to time, each such lease to be for a term of not more than 12 months, up to 40% of the units in the Project for a rental of \$1.00 per unit per year for the purpose of subleasing such units, in accordance with the customary lease terms of the Borrower (except as to rental), to persons of low income in accordance with Section 3(a) hereof in order to ensure that at least 40% of the total number of units in the Project are rented to (or, only after the initial occupancy, held available for immediate occupancy by) Qualifying Tenants. After the Trustee has been reimbursed for any reasonable and necessary expenses incurred in connection with such sublease, any net rental paid under any such sublease shall be paid monthly to the Borrower promptly upon receipt thereof.

(f) The Project consists of a building or structure, or several proximate buildings or structures of similar construction, each containing one or more similarly constructed residential units located on a single tract of land or contiguous tracts of land which are owned, for federal tax purposes, at all times by one person, and may include facilities functionally related and subordinate thereto. Each such building or structure is a discrete edifice or other man-made construction consisting of an independent foundation, outer walls and roof and containing one or more similarly constructed units.

(g) All of the units in the Project contain complete living, sleeping, eating, cooking, and sanitation facilities for a single person or a family. Each unit contains a kitchen that includes a stove, cooking range, full-size refrigerator and sink.

(h) None of the units in the Project will at any time be utilized on a transient basis, or used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court, or be operated as an assisted living facility which provides continual or frequent nursing, medical or psychiatric services.

(i) The Project is being acquired, rehabilitated and equipped for the purpose of providing a "qualified residential rental project" (as such phrase is used in Section 142(d) of the Code) and will, during the term of the Occupancy Restrictions and Rental Restrictions hereunder applicable to the Project, continue to constitute a "qualified residential rental project" under Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

Section 3. Occupancy Restrictions. Pursuant to Section 142 of the Code, the Issuer has elected, and the Borrower hereby agrees, that the requirements of subparagraph B of such Section 142(d)(1) of the Code shall apply to the Project. The Borrower represents, warrants and covenants that:

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(a) At all times during the Qualified Project Period, at least 40% of the available residential units in the Project shall be continuously occupied (or, only after the initial occupancy thereof, treated as occupied as provided herein) by individuals whose aggregate adjusted income (computed in the manner described in Section 1.167(k)-3(b)(3) of the Regulations, prior to its removal by T.D. 8474, 1993-1 C.B. 242) does not exceed 60% of the median gross income, adjusted for family size, for the area in which the Project is located, determined in a manner consistent with determinations of lower income families and median gross income under Section 8 of the United States Housing Act of 1937, as amended (a "Qualifying Tenant"); *provided*, that if all the occupants of a unit are students (as defined in Section 151(c)(4) of the Code), no one of whom is entitled to file a joint return under Section 6013 of the Code, the occupants of that unit shall not be deemed to be "Qualifying Tenants." The determination of whether an individual or family meets the income requirement set out above shall be made at the earlier of the time occupancy commences or the execution of the current lease with respect thereto and on an annual basis thereafter and shall be based upon Income Certifications (as hereinafter defined). Any residential unit occupied by an individual or family who is a Qualifying Tenant shall continue to be treated as occupied by a Qualifying Tenant during their tenancy in such unit, even though they subsequently cease to be of low or moderate income, unless the most recent determination of their income indicates that their income exceeds 140% of the applicable income limit (whether as a result of an increase in income or a decrease in family size or otherwise) and after such determination but before the next determination any residential unit of comparable or smaller size in the Project is occupied by a new resident whose income exceeds the then applicable income limit. Any residential unit vacated by a Qualifying Tenant shall be treated as occupied by a Qualifying Tenant until reoccupied, other than for a temporary period not to exceed 31 days, at which time the character of such unit with respect to occupancy by a Qualifying Tenant shall be redetermined. In applying the foregoing 40% requirement, .40 shall be multiplied by the total number of available residential units, and if the resulting number contains a fraction, it shall be rounded up to the next highest whole unit. For purposes of this paragraph, "available residential units" means residential units in the Project that are actually occupied and residential units in the Project that are unoccupied and have been leased at least once after becoming available for occupancy, provided that (i) a residential unit that was unoccupied on the date the Project was acquired by the Borrower as an existing residential rental project is not an available residential unit and does not become an available residential unit until it has been leased for the first time after such date, and (ii) a residential unit that is not available for occupancy due to renovations is not an available residential unit and does not become an available residential unit until it has been leased for the first time after the renovations are completed.

(b) Each individual or family who is intended to be a Qualifying Tenant and who is currently occupying a residential unit or who has signed a lease shall be required to sign and deliver to the Borrower, the "Certification of Income" attached hereto as *Exhibit B* (the "Income Certification") in which the prospective Qualifying Tenant certifies that he and his family, if applicable, are Qualifying Tenants and pursuant to the lease signed by a Qualifying Tenant, the tenant shall be required to submit, at least annually, a new Income Certification on the basis of the current income of the tenant.

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Thereafter, as a condition to occupancy, each individual or family who is intended to be a Qualifying Tenant shall, prior to occupying a residential unit or signing a lease, be required to sign and deliver to the Borrower, an Income Certification in which the prospective Qualifying Tenant certifies that he and his family, if applicable, are Qualifying Tenants and pursuant to the lease signed by a Qualifying Tenant, said tenant shall be required to submit, at least annually, a new Income Certification on the basis of the current income of the tenant. In addition, such Qualifying Tenant shall be required to provide whatever other information, documents or certifications, including employment verifications and income tax returns, as are reasonably deemed necessary by the Borrower or the Trustee to substantiate the initial or subsequent Income Certification.

(c) The Borrower shall use or cause to be used, in renting any residential units in the Project to a prospective Qualifying Tenant, a lease that provides for termination of the lease and consent by such person to immediate eviction, subject to applicable provisions of Illinois law, for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by such person with respect to the Income Certification.

(d) All Income Certifications will be maintained on file at the Project so long as any Bonds are outstanding and for five (5) years thereafter with respect to each Qualifying Tenant who occupied a residential unit in the Project during the period the restrictions hereunder are applicable, and the Borrower shall, upon request, make such Income Certifications available for inspection by the Trustee.

(e) On the first day of the month after any residential unit in the Project is available for occupancy and quarterly thereafter, the Borrower will submit to the Issuer and the Trustee the "Certificate of Continuing Program Compliance," in the form attached hereto as *Exhibit C*, executed by the Borrower stating the percentage of completed residential units in the Project which were occupied or held available for occupancy by Qualifying Tenants (but only after initial occupancy by a Qualifying Tenant) at all times during the preceding month or quarter, as appropriate, and identifying Qualifying Tenants who commenced or terminated occupancy in the Project during such month or quarter, as appropriate.

(f) On the annual anniversary of the issuance of the Bonds (or at such other times, as prescribed by the Secretary of the United States Treasury Department), the Borrower will submit to the Secretary of the United States Treasury Department, a certificate in the form that the Secretary prescribes that the Project continues to meet the requirements of Section 142 of the Code.

Section 4. Rental Restrictions. The Borrower represents, warrants and covenants that once available for occupancy, each residential unit in the Project will be rented or available for rental on a continuous basis to members of the general public (other than residential units for a resident manager and/or maintenance personnel, and residential units for Qualifying Tenants). Each Qualifying Tenant occupying a unit in the Project shall be required to execute a written lease which shall be effective for a term of at least six (6) months. The cost of meals and other services will not be included in the rent.

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Section 5. Transfer Restrictions. For the Qualified Project Period, the Borrower shall not sell, transfer, assign, convey, change title to or otherwise dispose of either Project or any interest therein (a "*Transfer*"), in whole or in part, except in accordance with the terms of the Financing Agreement dated as of September 1, 2005 by and among the Issuer, the Trustee, the Borrower and PNC MultiFamily Finance, Inc. (the "*Financing Agreement*"). Nothing in this Section 5 is intended to limit the transfer of partnership interests in the Borrower, provided such does not cause the interest on the Bonds to be included in the gross income of the owners thereof for federal income tax purposes. Further, any such sale, transfer, assignment, conveyance, change in title or other disposition shall only be permitted if: (a) the Borrower shall not be in default hereunder; (b) the purchaser or assignee shall execute any necessary or appropriate document reasonably requested by the Trustee with respect to assuming its obligations under this Regulatory Agreement and the Financing Agreement (the "*Assumption Agreement*"), which document shall be recorded in the Cook County Recorder's Office; (c) the Trustee shall have received an opinion of Bond Counsel, which opinion is acceptable to the Trustee, to the effect that such transfer will not adversely affect the exclusion of the interest on the Bonds from gross income of the owners thereof for federal income tax purposes; (d) the Borrower shall deliver to the Trustee a certificate, acceptable in form to the Trustee, to the effect that the Borrower did not develop either Project with the intention of sale upon completion; (e) the Borrower shall deliver to the Trustee an opinion of counsel to the transferee that the transferee has duly assumed the obligations of the Borrower under this Regulatory Agreement and that such obligations and this Regulatory Agreement are binding on the transferee; and (f) such other conditions are met as are set forth in or referred to in the Agreements or as the Trustee may reasonably impose as part of the Assumption Agreement (i) to protect the exclusion of the interest on the Bonds from gross income of the owners thereof for federal income tax purposes; (ii) to ensure that the Project is not acquired by a person which has pending against it, or which has a history of, building code violations, as identified by county, state or federal regulatory agencies; and (iii) to provide that indemnification of the Trustee pursuant to Section 10 of this Regulatory Agreement and elsewhere is assumed by the purchaser or assignee. Once the Assumption Agreement has been delivered and all conditions of this Section 5 have been satisfied, the Trustee shall deliver a release to the Borrower with respect to any future compliance with the provisions of this Regulatory Agreement with respect to the Project, and the Issuer shall have delivered a release with respect to the Financing Agreement (subject to any further transfer restrictions in the Financing Agreement). The Borrower shall deliver the Assumption Agreement to the Trustee at least ten (10) business days prior to a proposed Transfer.

Section 6. Enforcement. (a) The Borrower shall permit, after three (3) business days prior notice, any duly authorized representative of the Trustee to inspect any books and records of the Borrower regarding the Project and with respect to the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Regulatory Agreement.

(b) In addition to the information provided for in Section 3(e), the Borrower shall submit any other information, documents or certifications reasonably requested by the Issuer or the Trustee which the Issuer or the Trustee deems reasonably necessary to substantiate continuing compliance with the provisions of this Regulatory Agreement.

(c) The Issuer, the Trustee and the Borrower each covenants that it will not knowingly take, fail to take or permit any action within its control that would adversely affect the

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exclusion of interest on the Bonds from gross income of the owners thereof for federal income tax purposes. Moreover, each covenants to take any lawful action within its control (including amendment of this Regulatory Agreement as may be necessary, in the opinion of Bond Counsel) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statement promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 142(d) of the Code and affecting either Project.

(d) If the Borrower shall fail to observe or perform any covenant, condition or agreement contained herein on its part to be observed or performed, and such failure continues for 60 days after the Borrower discovers, or by the exercise of reasonable diligence should have discovered, or receives notice from the Issuer or the Trustee of, such failure, then and in such event, the Trustee and, to the extent permitted by the Indenture, any owner of a Bond shall be entitled, individually or collectively, and in addition to all other remedies provided by law or in equity:

(i) to compel specific performance by the Borrower of its obligations under this Regulatory Agreement, it being recognized that the beneficiaries of the Borrower's obligations hereunder cannot be adequately compensated by monetary damages in the event of a default by the Borrower; and

(ii) to cause the Borrower to pay to the Trustee an amount equal to all rent received by the Borrower with respect to the units occupied, or held available for occupancy by, Qualifying Tenants, if such units are knowingly or negligently rented to persons who do not comply with the requirements of such units. Such payment shall be paid by the Trustee to the Issuer, and shall not reduce the amount due under the Financing Agreement.

(e) The Borrower and the Trustee each acknowledge that the primary purpose for requiring compliance with the restrictions provided in this Regulatory Agreement is to preserve the exclusion from gross income for federal income tax purposes of interest on the Bonds to the Bondholders, and that the Trustee on behalf of the Bondholders, who are declared to be third party beneficiaries of this Regulatory Agreement, shall be entitled, for any breach of the provisions hereof, to all remedies both at law and in equity in the event of any default hereunder.

(f) In the enforcement of this Regulatory Agreement, the Trustee may rely on any certificate delivered by or on behalf of the Borrower or any tenant with respect to the Project.

Section 7. Covenants to Run with the Land; Successors Bound. The Borrower hereby subjects the Project to the covenants, reservations and restrictions set forth in this Regulatory Agreement. The Trustee and the Borrower hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the land to the extent permitted by law and shall pass to and be binding upon the Borrower's successors in title to the Project throughout the term of this Regulatory Agreement. Each and every contract, deed, mortgage, or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and

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restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

Section 8. Recording and Filing. The Borrower shall cause this Regulatory Agreement and all amendments and supplements hereto to be recorded and filed in the conveyance and real property records of Cook County, Illinois and in such other places as the Trustee may reasonably request. This Regulatory Agreement shall be recorded in the grantor-grantee index to the name of the Borrower as grantor and to the name of the Trustee as grantee. The Borrower shall pay all fees and charges incurred in connection with any such recording.

Section 9. Indemnification. The Borrower shall be required and hereby agrees to pay, indemnify and hold the Issuer and the Trustee, and their respective officers, members, directors, officials and employees (except for claims arising out of acts or omissions of the Issuer or the Trustee, respectively, resulting from negligence or willful misconduct) and the owners of the Bonds harmless from, and all loss, damage, cost, expense, suit, judgment, action, injury or liability which they, or any of them, may offer or incur (including without limitation any costs, fees and expenses, including reasonable attorneys' fees, costs and expenses, incurred in connection with the enforcement of this Regulatory Agreement) by reason of (a) the design, construction, installation, operation, use, occupancy, maintenance, or ownership of the Project (including compliance with laws, ordinances and rules and regulations of public authorities relating thereto); or (b) any written statements or representations with respect to the Borrower, the Project or the Bonds made or given to the Issuer or the Trustee, or any underwriters or purchasers of any of the Bonds, by the Borrower, or any of its partners, agents or employees, including, but not limited to, statements or representations of facts, financial information or Borrower affairs; or (c) any fraudulent act by or on behalf of the Borrower or any officer or employee of the Borrower, including without limitation any intentional misrepresentation of, or intentional failure to disclose, a material fact in connection with the issuance and sale of the Bonds or the application of the proceeds thereof; or (d) any violation of the restrictions contained in Section 2 or the Occupancy Restrictions contained in Section 3 and the continuance of such violation of Section 2 or Section 3 for 30 days after written notice of such violation shall be given to the Borrower by the Issuer or the Trustee or any owner of the Bonds, or 45 days after the date such violation should have been discovered by the Borrower by exercise of reasonable diligence; or (e) any violation of the Rental Restrictions contained in Section 4 or the Transfer Restrictions contained in Section 5.

The Borrower also shall pay and discharge and shall indemnify and hold harmless the Trustee from (x) any lien or charge upon payments by the Borrower to the Trustee hereunder and (y) any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges in respect of any portion of the Project. If any such claim is asserted, or any such lien or charge upon payments, or any such taxes, assessments, impositions or other charges, are sought to be imposed, the Trustee shall give prompt notice to the Borrower, and the Borrower shall have the sole right and duty to assume, and will assume, the defense thereof, with full power to litigate, compromise or settle the same in its sole discretion; *provided*, that the Trustee shall have the right to employ separate counsel in any such action or proceeding and to participate in the defense thereof; but unless such separate counsel is employed with the reasonable approval and consent of the Borrower, or pursuant to a court order, the Borrower shall not be required to pay the fees and expenses of such counsel.

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Section 10. Agent of the Trustee. The Issuer and the Trustee shall have the right to appoint an agent or administrator to carry out any of their respective duties and obligations hereunder, and shall inform the other parties hereto of any such agency appointment by written notice.

Section 11. No Conflict with Other Documents. The Borrower warrants that it has not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede all other requirements in conflict herewith.

Section 12. Subordination; Conflict with Mortgage and HUD Regulations; Supremacy of Mortgage and HUD. Notwithstanding anything in this Regulatory Agreement to the contrary, the provisions of this Regulatory Agreement are subject and subordinate to the National Housing Act, all applicable HUD insurance and Section 8 regulations, related administrative requirements and the Mortgage Loan Documents, and all applicable GNMA regulations, related administrative requirements and the GNMA Documents (as such capitalized terms are defined in the Indenture); and in the event of any conflict between the provisions of this Regulatory Agreement and the provisions of the National Housing Act, any applicable HUD regulations, related administrative requirements and the Mortgage Loan Documents, and any applicable GNMA regulations, related administrative requirements and the GNMA Documents, the National Housing Act, applicable HUD regulations, related administrative requirements and the Mortgage Loan Documents, and the GNMA regulations, related administrative requirements and the GNMA Documents shall be controlling in all respects. At the written request of the holder of the Mortgage, the Borrower shall, on behalf of itself, execute such instruments as may be required to implement and evidence the subordination expressed in this Section 12.

The failure on the part of the Borrower to comply with the provisions of this Regulatory Agreement cannot be and will not be deemed to be the basis for a default under the Mortgage Loan Documents. Enforcement of the provisions of this Regulatory Agreement shall not result in any claim against the Project, the proceeds of the Mortgage Loan, any reserve or deposit made with the Lender or any other person required by HUD in connection with the Mortgage Loan, or the rents or other income from the Project other than available "Surplus Cash" as such term is defined in the HUD Regulatory Agreement.

The Borrower shall not be deemed to be in violation of this Regulatory Agreement if it shall take (or refrain from taking) any actions required (or prohibited) by HUD pursuant to the National Housing Act, applicable HUD insurance and Section 8 regulations, related administrative requirements and the Mortgage Loan Documents, and applicable GNMA regulations, related administrative requirements and the GNMA Documents.

This Regulatory Agreement and the restrictions hereunder are subject and subordinate to the lien and security interest granted by the Mortgage. In the event of foreclosure or transfer of title by deed in lieu of foreclosure, this Regulatory Agreement and the restrictions hereunder shall automatically and immediately terminate (except to the extent any provisions herein are necessary to comply with the Code) and shall thereafter be of no further force and effect.

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Any funds held by the Lender for or on behalf of the Borrower under the contact or mortgage insurance with FHA shall be maintained separate and apart from the funds established and held by the Trustee for the owners of the Series 2005A3 Bonds and the various escrows and funds, in any, under the Indenture.

The provisions of this Regulatory Agreement shall inure to the benefit of HUD, its successor and assigns.

In consideration of HUD's agreeing to insure the Mortgage Loan, and in reliance by HUD upon the promises of the Borrower, the Trustee and the Issuer to comply with this Regulatory Agreement, HUD has reserved the right to require the Issuer and the Trustee to remove or void the restrictions found in this Regulatory Agreement (to the extent and only to the extent that these restrictions exceed those required by the Code) upon a determination by HUD that such restrictions are threatening the financial viability of the Project (*i.e.*, impairing the Borrower's ability to sustain a level of income sufficient to meet all financial obligations of the Project (as defined in this Regulatory Agreement and the Mortgage Loan Documents)), including the debt service costs, HUD-required escrows and operation expenses with respect to the Project. In the absence of the Issuer's and the Trustee's compliance with HUD's request that it remove or void such restrictions, the Issuer and the Trustee expressly recognize the power of HUD to take the appropriate action to unilaterally remove or void such restrictions, and agree that HUD shall not have to look any further than this Regulatory Agreement or for the power to remove or void such restrictions.

Section 13. Interpretation. Any terms not defined in this Regulatory Agreement shall have the same meaning as terms defined for purposes of Section 142 of the Code and in the Regulations, the Indenture and the Financing Agreement.

Section 14. Amendment. This Regulatory Agreement may be amended by the parties hereto to reflect changes in the Code, the Regulations and revenue rulings promulgated thereunder, or in the interpretation thereof, subject to the opinion of Bond Counsel that such amendment will not adversely effect the exclusion from gross income of the interest on the Bonds for federal income tax purposes. Any amendment shall be subject to the prior written consent of HUD.

Section 15. Severability. The invalidity of any clause, part or provision of this Regulatory Agreement shall not affect the validity of the remaining portions of this Regulatory Agreement.

Section 16. Notices. Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the first day after being sent by telegram, or on the third day after being deposited in United States registered or certified mail, return receipt requested, postage prepaid. Any such notice, demand or other communication shall be addressed to a party

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at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by notice in accordance herewith:

The Borrower: C/S Harrison Courts Limited Partnership
c/o Chicago Housing Authority
626 West Jackson Boulevard
Chicago, Illinois 60661
Attention: Chief Executive Officer

with copies to:

Chicago Housing Authority
200 W. Adams, Suite 2100
Chicago, Illinois 60606
Attention: General Counsel

and

MMA Harrison Courts, LLC
c/o MMA Financial TC Corp.
101 Arch Street
Boston, Massachusetts 02110
Attention: Asset Management

The Trustee: J.P. Morgan Trust Company, National Association
227 West Monroe Street, Suite 2600
Chicago, Illinois 60605
Attention: Institutional Trust Services
Merci Stahl

The Issuer: Chicago Housing Authority
626 West Jackson Boulevard
Chicago, Illinois 60661
Attention: Chief Financial Officer

HUD: Department of Housing and Urban Development
77 West Jackson Boulevard
23rd Floor
Chicago, Illinois 60604
Attention: Director of Multifamily Housing,
Project No. 071-35756

and

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Department of Housing and Urban Development
77 West Jackson Boulevard
26th Floor
Chicago, Illinois 60604
Attention: Office of Regional Counsel,
Project No. 071-35756

Section 17. Section 42 Tax Credit Requirements. The Issuer, the Trustee and the Borrower each acknowledge that the Borrower intends to cause the Project to satisfy the requirements necessary for an allocation of low-income housing tax credits ("*Tax Credits*") pursuant to Section 42 of the Code. In the event that any of the restrictions described in this Regulatory Agreement conflict with any Tax Credit requirements imposed by Section 42 of the Code or any Tax Credit requirements imposed by the Illinois Development Authority, the Issuer, the Trustee and the Borrower each agree that the more restrictive requirements shall control.

Section 18. Limited Recourse. Notwithstanding any provision of this Regulatory Agreement to the contrary, enforcement of the provisions of this Regulatory Agreement shall not result in any claim against the Project, the proceeds of the Mortgage Loan, any reserve or deposit required by the Lender, HUD or GNMA in connection with the Mortgage Loan, or the rents or other income from the Project (except to the extent of Surplus Cash available for distribution to the Borrower). This Regulatory Agreement is not enforceable against HUD if HUD becomes the Borrower by operation of the FHA mortgage insurance.

Section 19. Governing Law. This Regulatory Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, and, where applicable, the laws of the United States of America.

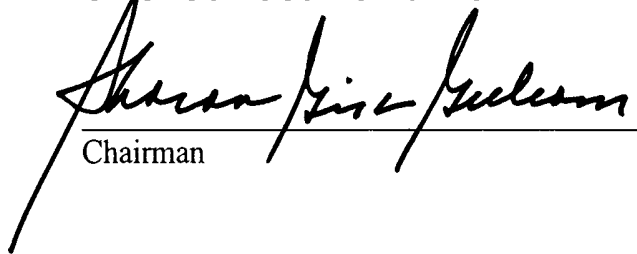
Section 20. Counterparts. This Regulatory Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

[The remainder of this page has been intentionally left blank.]

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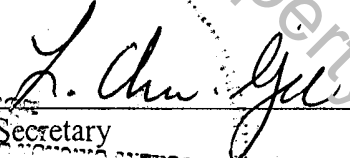
IN WITNESS WHEREOF, the parties hereto have caused this Regulatory Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first above written.

CHICAGO HOUSING AUTHORITY



Chairman

[SEAL]

ATTEST:


Secretary

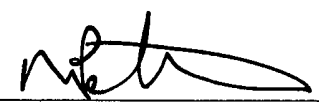
J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Merci Stahl
Trust Officer

C/S HARRISON COURTS LIMITED PARTNERSHIP,
an Illinois limited partnership

By: Harrison Courts LLC,
an Illinois limited liability company, General Partner

By: Chicago Housing Authority,
a municipal corporation,
Sole Member

By: 

Terry Peterson
Chief Executive Officer

[Signature page: Regulatory Agreement and Declaration of Restrictive Covenants
- Harrison Courts Apartments]

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IN WITNESS WHEREOF, the parties hereto have caused this Regulatory Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first above written.

CHICAGO HOUSING AUTHORITY

[SEAL]

Chairman

ATTEST:

Secretary

J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: Merei Stahl
Merei Stahl
Trust Officer

C/S HARRISON COURTS LIMITED PARTNERSHIP,
an Illinois limited partnership

By: Harrison Courts LLC,
an Illinois limited liability company, General Partner

By: Chicago Housing Authority,
a municipal corporation,
Sole Member

By: _____
Terry Peterson
Chief Executive Officer

[Signature page: Regulatory Agreement and Declaration of Restrictive Covenants
- Harrison Courts Apartments]

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Antionette K. Sallis, a Notary Public, do hereby certify that Sharon Gist Gilliam, personally known to me to be the same person whose name, as Chairman of the Chicago Housing Authority, a municipal corporation, body politic and corporate, and Lee Chuc-Gill, personally known to me to be the same person whose name, as Secretary of said Chicago Housing Authority, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, and delivered the said instrument as the free and voluntary act of said Authority and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of Sept., 2005.

Antionette K. Sallis

(SEAL)

My commission expires: 9.15.05



[Regulatory Agreement and Declaration of Restrictive Covenants
- Harrison Courts Apartments]

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Diane Mary Wuertz, a Notary Public, do hereby certify that
Merci Stahl, personally known to me to be the same person whose name is, as a Trust Officer of
J.P. Morgan Trust Company, National Association, subscribed to the foregoing instrument,
appeared before me this day in person and severally acknowledged that he/she, being thereunto
duly authorized, signed, and delivered the said instrument as the free and voluntary act of said
corporation and as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of September, 2005.

Diane Mary Wuertz

(SEAL)

My commission expires:



[Regulatory Agreement and Declaration of Restrictive Covenants
- Harrison Courts Apartments]

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Antionette K. Sallis, a Notary Public, do hereby certify that Terry Peterson, personally known to me to be the same person whose name is, as Chief Executive Officer of Chicago Housing Authority, as Sole Member of Harrison Courts LLC, an Illinois limited liability company, the General Partner of C/S Harrison Courts Limited Partnership, an Illinois limited partnership, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of Sept, 2005.



Antionette K. Sallis

(SEAL)

My commission expires:

9.15.05

COOK County Clerk's Office

[Regulatory Agreement and Declaration of Restrictive Covenants
- Harrison Courts Apartments]

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Exhibit A
Legal Description
(Harrison Courts Project)

Lots 25 to 48 inclusive in Block 5 in Reeds Subdivision of the East Three Quarters of the South Quarter of the Northwest Quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 16-13-131-039

Address: 2910, 2930 & 2950 West Harrison Street
Chicago, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT B****CERTIFICATION OF INCOME**

NAME OF DEVELOPMENT: Harrison Courts Apartments

ADDRESS OF DEVELOPMENT: _____

DATE: _____

The undersigned does hereby declare, depose and certify, under penalty of perjury, as follows:

If additional space is needed in filling out this form, attach sheets identifying the additional information referenced to the appropriate line number.

Line:

| 1. | 2. | 3. | 4. | 5. |
|---|-----------------------------------|-------|------------------------|---------------------|
| Name of Head of Household, Spouse and Members of Your Family living in Unit | Relationship to Head of Household | Age | Social Security Number | Place of Employment |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

Each line hereinafter is for the income of *all of the above persons* during the 12-month period beginning on this date or, if you signed a lease prior to this date, the date of the signing of your lease or the latest anniversary date of the signing of your lease, whichever is applicable. Please refer to Part I of the Instruction Sheet for detailed explanations as to the income information required. Part II of the Instruction Sheet provides information on income which may be excluded.

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- 6. (a) Wages, salaries, tips, etc. \$ _____
- (b) Interest, dividends, and other net income of any kind from real or personal property (also enter on line 13(b)) \$ _____
- 7. Net income from the operation of a business or profession \$ _____
- 8. The full amount of periodic amounts received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment \$ _____
- 9. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay \$ _____
- 10. Welfare assistance (*i.e.*, welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments) \$ _____
- 11. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the unit \$ _____
- 12. All regular pay, special pay, and allowances of a member of the Armed Forces \$ _____

The individual incomes of all the persons listed in Line 1 above during the 12-month period beginning this date are as follows:

| Names | Totals |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

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13. If any of the persons described above has any income of any kind from real property, savings, stocks, bonds, and other forms of capital investment (excluding interests in Indian trust land and excluding equity accounts in the Department of Housing and Urban Development ("HUD") homeownership programs), provide the following:

(a) The total value of all such assets owned by all such persons \$ _____

(b) The total amount of income expected to be derived from such assets in the 12-month period commencing this date or, if you signed a lease prior to this date, the date of the signing of your lease or the latest anniversary date of the signing of your lease (from line 6(b)) \$ _____

14.(a) Will all of the persons listed in Column 1 above be or have they been full time students during five calendar months of this calendar year (i) at an educational organization which normally maintains regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on, or (ii) in institutional on-farm training under the supervision of an accredited agent of an educational organization described in clause (i) or of a state or political subdivision of a state?

Yes _____

No _____

(b) If the answer to 14(a) is yes, is any such person married and eligible to file a joint federal income tax return?

Yes _____

No _____

I/WE, the undersigned, state that I/WE have read and answered fully and truthfully each of the preceding questions for all persons who are to occupy the unit in the above apartment development for which application is made, all of whom are listed above, and I/WE declare under penalty of perjury that the foregoing representations are true and correct.

HEAD OF FAMILY

SPOUSE

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public [SEAL]

My commission expires:

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INSTRUCTION SHEET

Part I of this Instruction Sheet contains line-by-line instructions to assist your completion of the Certification of Income. The Certification of Income is a statement of the total anticipated amounts, monetary or not, which go to, or on behalf of, the Head of the Family or Spouse (even if temporarily absent) or to any other member of the family who proposes to live in the unit during the 12-month period commencing on this date or, if you signed a lease prior to this date, the date of the signing of your lease or the latest anniversary date of the signing of your lease, whichever is applicable, including (i) amounts which are anticipated to be received from a source outside the Family during the 12-month period commencing on this date and (ii) all net income derived from assets to which any member of the Family has access. Excluded therefrom is income specified in PART II of this section.

PART I:

1. "Family" means two or more persons related by blood, marriage, adoption, or operation of law
6. (a) Provide the total of all wages, salaries, commissions, tips, bonuses, over-time pay, fees and other compensation for personal services, without regard to payroll deductions.

(b) For this purpose, expenditures for amortization of capital indebtedness shall not be deducted to determine income. An allowance for depreciation of assets may be deducted based on straight-line depreciation as provided in regulations of the United States Treasury. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family.
7. For this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business. An allowance for depreciation of assets used in a business or profession may be deducted based on straight-line depreciation as provided in regulations of the United States Treasury. Any withdrawal of cash or assets from the operation of a business or profession will be included in net income from a business or profession, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family.
8. Periodic amounts do not include deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
9. Payments in lieu of earnings does not include lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses.

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10. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the Welfare Assistance agency in accordance with the actual cost of shelter and utilities, the amount of Welfare Assistance income to be included as income shall consist of:

(i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(ii) the maximum amount that the Welfare Assistance agency could in fact allow the Family for shelter and utilities. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

12. This does not include the special pay to a Family member serving in the Armed Forces who is exposed to hostile fire.

13. The amount entered on line 13(a) should include the net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds or other forms of capital investment,

(a) *excluding* an interest in Indian trust land, equity accounts in HUD ownership programs, the value of necessary items of personal property such as furniture and automobiles, the value of a trust fund which is not revocable by, or under the control of, any member of the Family or household, so long as the fund continues to be held in trust and the value of a home currently purchased with assistance under 24 C.F.R. Part 982, subpart M (limited, however, to the first 10 years after the purchase date of the home), but

(b) *including*, in the case of the disposition of any business or family assets for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of this certificate, the excess of the fair market value of the assets disposed over the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the household member receives important consideration not measurable in dollar terms.

PART II:

The determination of income for the Certification of Annual Income does not include any of the following:

- A. Temporary, nonrecurring or sporadic income (including gifts).
- B. Income from the employment of children (including foster children) under the age of 18 years.

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C. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the Family, who are unable to live alone).

D. Amounts received by the Family that are specifically for, or in reimbursement of, the cost of medical expenses for any Family member.

E. The full amount of student financial assistance paid directly to the student or to the educational institution

F. (i) Amounts received under training programs funded by HUD;

(ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the public housing agency or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination and serving as a member of the public housing agency's governing board. No resident may receive more than one such stipend during the same period of time, and

(v) Incremental earnings and benefits resulting to any Family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the Family member participates in the employment training program.

G. Income of a live-in aide. A "live-in aide" means a person who resides with one or more elderly or near-elderly persons (i.e., persons who are at least 50 years of age), or persons with disabilities, and who:

(a) is determined to be essential to the care and well-being of the person(s);

(b) is not obligated for the support of the person(s); and

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(c) would not be living in the unit except to provide the necessary supportive services.

A "person with disabilities" means a person who: (a) has a disability as defined in 42 U.S.C. § 423; (b) is determined, pursuant to certain regulations, to have a physical, mental, or emotional impairment which (i) is expected to be of long-continued and indefinite duration, (ii) substantially impedes his or her ability to live independently, and (iii) is of such a nature that such ability could be improved by more suitable housing conditions; or (c) has a developmental disability as defined in 42 U.S.C. § 6001. The term does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. The term does not include a person whose disability is based solely on any drug or alcohol dependence.

H. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937, as amended, as published in the Federal Register from time to time.

I. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

J. Earnings in excess of \$480 for each full time student 18 years old or older (excluding the Head of Household and Spouse).

K. Adoption assistance payments in excess of \$480 per adopted child.

L. Amounts received by the Family in the form of refunds or rebates under state or local law for property taxes paid on the unit.

M. Amounts paid by a state agency to a Family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled Family member at home.

FOR COMPLETION BY DEVELOPMENT OWNER ONLY:

I. CALCULATION OF ANNUAL INCOME:

1. Enter the amount of income for the entire family by adding line 6(a) with lines 7 through 12: \$ _____
- 2.(a) If the amount entered in 13(a) is greater than \$5,000, enter the *greater* of:
 - (i) the amount entered in 13(b) *or*

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(ii) a percentage of the total entered in 13(a) based on the current passbook savings rate as determined by HUD

(b) If the amount entered in 13(a) is less than \$5,000, enter the amount entered in 13(b): \$ _____

3. Add number (1) and (2) to determine ANNUAL INCOME: \$ _____

II. DETERMINATION OF TENANT ELIGIBILITY:

1. Is the amount entered in line 3 above less than or equal to 60 percent of area median gross income for the area in which the Project is located, completed taking into account the area in which the Project is located and size of the Family occupying the unit for which this Certification of Income is being completed?

Yes _____ No _____

2. Check one of the following:

(a) Line (1) above is No, therefore the Household does not qualify as a Qualified Tenant. _____

(b) Line (1) above is Yes, and 14(a) above is No, therefore the Household qualifies as a Qualified Tenant. _____

(c) Line (1) above is Yes and 14(b) above is Yes, therefore the Household qualifies as a Qualified Tenant. _____

(d) Line (1) above is Yes and 14(a) above is Yes and 14(b) above is No, therefore the Household does not qualify as a Qualified Tenant. _____

3. Number of apartment unit assigned: _____

Apartment Owner

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EXHIBIT C

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

The undersigned, being the authorized representative of Harrison Courts Limited Partnership (the "*Borrower*") has read and is thoroughly familiar with the provisions of the various documents associated with the issuance by the Chicago Housing Authority (the "*Issuer*") of its \$7,040,000 Multi-Family Housing Revenue Bonds, Series 2005A3 (Harrison Courts Apartments) and its \$5,500,000 Multi-Family Housing Revenue Note, Tax-Exempt Series 2005A3 (Harrison Courts Apartments), including:

1. the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of September 1, 2005 (the "*Regulatory Agreement*"), among the Issuer, the Borrower, J.P. Morgan Trust Company, National Association (the "*Trustee*"), as Trustee;
2. the Financing Agreement, dated as of September 1, 2005, among the Issuer, the Trustee, the Borrower and PNC MultiFamily Finance, Inc.; and
3. the Loan Agreement, dated as of September 1, 2005, between the Issuer and the Borrower.

As of the date of this certificate, the following percentages of completed residential units in the Project (i) are occupied by Qualifying Tenants (as such term is defined in the Regulatory Agreement) or (ii) are currently vacant and being held available for such occupancy and have been so held continuously since the date a Qualifying Tenant vacated such unit; as indicated:

Occupied by Qualifying Tenants*: _____ percent—Unit Nos. _____

Held vacant for occupancy
continuously since last
occupied by Qualifying Tenant*: _____ percent—Unit Nos. _____

* IMPORTANT: THE SUM OF THESE PERCENTAGES MUST ALWAYS BE 40 PERCENT OR GREATER.

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The undersigned hereby certifies that the Borrower is not in default under any of the terms and provisions of the above documents.

**C/S HARRISON COURTS LIMITED PARTNERSHIP,
an Illinois limited partnership**

**By: Harrison Courts LLC,
an Illinois limited liability company,
General Partner**

**By: Chicago Housing Authority,
a municipal corporation,
Sole Member**

By: _____
Title: _____

[Regulatory Agreement and Declaration of Restrictive Covenants
- Lathrop Elderly Apartments]

Property of Cook County Clerk's Office